James M. Dodge and Frederick W. Taylor, who each appear twice.

One who reads the book need not be told that the editor is a scientific management enthusiast. In general, he has presented the articles without comment. In several cases, however, he has deviated from the rule thus weakening the value of his book, because the comments make the editor appear to be taking sides. This is true especially in two articles, "Mistakes of efficiency men," and "Scientific management and the wage earner." In the former, the editor not only makes notes which attack the article, but in addition prints a reply that was made to it by a contributor to the magazine in which it first appeared. He shows good judgment in inserting this reply but should have omitted the footnote.

The volume concludes with a bibliography. The titles are given without comment. While it may be an open question as to whether or not a book of compilations need be indexed, the reviewer feels that in this case its omission is to be regretted.

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The History and Present Position of the Bill of Lading as a Document of Title to Goods. By W. P. Bennett. Yorke Prize Essay for 1913. (London: Cambridge University Press. 1914. Pp. viii, 101. 4s.)

The history of the bill of lading is drawn from the English texts of the law merchant, supplemented by a moderate study of common law decisions. The present position of the document is discussed in most detail with reference to England, conditions in foreign countries being indicated briefly in short chapters that summarize the chief differences between foreign codes and English law. This procedure is justified in part by "the historical continuity and international similarity of mercantile law and practice," but there are dangers involved which have proved to be somewhat of a snare to the author. The law merchant is undoubtedly the source of the legal doctrines pertaining to this document of title, but the provisions of the law merchant were developed and extended when they were fused in the general body of common law or made part of the continental codes.

The bill of lading has three aspects in law. It is a receipt, a contract of carriage, and a symbol of property. The bill be-

comes a symbol of property when it is made a negotiable instrument by which the title to the goods can be transferred. Two methods of transfer are possible: the writing in of a specific consignee upon a bill originally drawn in blank and endorsement of a properly drawn bill. In tracing the history of the bill as a symbol of property it is necessary to discover when the bill became a negotiable instrument. The problem is complicated because it is essential to distinguish between the practice of merchants and actual law. Mr. Bennett believes the bill was negotiable as early as the sixteenth century, though he admits (p. 11) that there is no evidence, and bases his conviction upon surmise.

It is certain that property was at times transferred by endorsement of bills of lading, or by drawing bills in blank and subsequently writing in the name of a consignee, but there is evidence that these mercantile practices found no support in law. Savary says in his *Parfait Negociant*, to which Mr. Bennett makes no reference, that a bill drawn in blank is a fraud (Parère XC), and his statement is authoritative for the late sixteenth century. Furthermore, the eighteenth century cases in England suggest, when closely examined, not merely an adoption of the law merchant taken over from the admiralty courts but a substantial development of legal doctrine. Mr. Bennett passes over this period in the history of the bill with little comment, though a close study of the cases is hardly consistent with his doctrine. The merchants were clearly using the bill as a document of title, but they were doing so without support from the courts. The legal doctrine did not take form in England until after 1750. *Fearon* v. *Bowers*, 1753, is the first clear case; *Wright* v. *Campbell*, 1767, and *Lickbarrow* v. *Mason*, 1787, 1790, and 1794, are the controlling precedents usually cited today. Inasmuch as the doctrine of negotiability did not come from the law merchant there is real need of separate study of continental law.

The analysis of the present status of the bill of lading is adequate; and, as it occupies the principal portion of the book, the dubious historical doctrine does not seriously impair the general usefulness of this brief statement of the law.

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